

## Early Termination of Telephone and Internet Contracts...

by Joerg Modellmog

You have entered into a two-year telephone or internet contract. In Germany, all of these contracts come with an automatic renewal clause, providing for annual renewals once the 24-month period is up. What happens if you have to PCS back to the States earlier than expected? Can you get out of the contract?

Regrettably, the legal answer is: no, you cannot get out of the contract. Phone and internet contracts in Germany do not come with a military termination clause. All companies refuse to accept these

clauses. However, if you send a letter in German explaining the circumstances of your move, the company may – simply to foster “good public relations” – agree to an amicable termination of the agreement or simply send you a final bill, charging you for the remaining months under the contract up the next ordinary termination date. The company is more likely to do the latter if you have not yet fulfilled the minimum two-year contractual period, because the company subsidized the hardware that came with the contract or paid a commission to the person who sold the con-

tract to you. So be very skeptical of any seller who tells you there is no penalty for early termination due to an unexpected move, unless you get a written confirmation from the telephone or internet company itself.

*If you need assistance in writing a proper termination letter or in inquiring about an early release from your contractual obligation, contact your legal assistance office, and ask for an appointment with the German attorney.*



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## TRAVEL TROUBLE: WHAT IF YOUR TRAVEL AGENCY OR TOUR ORGANIZER GOES BANKRUPT?

by Joerg Modellmog

Summertime is vacation time. You'd like to spend your hard-earned money on some well-deserved relaxation at a vacation spot of your choice. But what if your travel agency or tour organizer encounters financial trouble, endangering your holiday plans? Is the party over? How can you avoid finding yourself in a situation like this?



Tour organizers licensed within the European Union are required by law to provide proof of insurance against their own insolvency. This insurance covers clients' transportation expenses from the holiday destination back home. So you should not be left stranded on the beaches of Turkey if the tour organizer

ceases its operations while you are on vacation and fails to pay the airline for your return ticket. However, this law applies to “package deals” only (e.g., a cruise or the booking of a hotel and flight through one tour organizer). Individual separate bookings are not covered. Package deals have one price and contain several services, (e.g., ads like “flight, sightseeing, overnight stay: all for € 299,00!”).

Any payment you make (partial, advance, or full) entitles you to a guarantee certificate called a “Sicherungsschein.” Even when booking last minute, where pick up of travel documents often occurs at the airline counter, a “Sicherungsschein” must be furnished if you booked a package deal.

However, this requirement to purchase insurance does NOT apply to travel agencies! If a travel agency goes bankrupt, you will only benefit if it acted as an agent for the tour organizer by collecting the money on behalf of, and with the authorization of, the tour organizer.

Should the travel agency “do you a favor” by accepting your money and

promising to forward it for you to the tour organizer, you will be out of luck if the travel agency does not keep that promise or files for bankruptcy.

**Bottom line:** When booking a package deal, it is advisable not only to safeguard your receipt showing payment but to make the payment only in exchange for a “Sicherungsschein.” Where no package deal has been booked, a direct deposit into the actual creditor's bank account is generally preferred, leaving any middleman out. Then you can relax and enjoy your vacation!

*If you wish to make an appointment to see an attorney regarding “travel trouble,” call DSN 483-8848 or Civilian 0631-411-8848.*

